

CONTRACT NO. _____

**NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)
EQUIPMENT CONTRACT**

THIS CONTRACT is entered into as of the _____ day of _____, _____ by and between _____, a _____ organized under the laws of the State of _____, with its principal office located at _____ ("Contractor") and the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 60 Massachusetts Avenue, N.E., Washington, DC 20002 ("Amtrak").

For and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Equipment: Contractor will furnish the following Base Contract ("Equipment"):
Up to xx Next Generation Trainsets with options

Service: Contractor will furnish the following Base Contract ("Services"): Technical Support Spares Supply Agreement(TSSSA)Equipment and Service will be designed, fabricated, tested and delivered in accordance with the Contract Documents referenced in Section 12 hereof.

2. Period of Performance: Amtrak will issue a Notice to Proceed ("NTP") upon Amtrak's receipt of the Submittals set forth in Section 10 hereof. Contractor will not perform any work until after receipt of the NTP. Contractor shall commence work within _____ () calendar days from the date of the NTP and shall complete the work and deliver the Equipment within _____ () calendar days from the date of the NTP based on the Delivery Schedule.

3. Transportation/Delivery:

Contractor shall ship the Supplies F.O.B. (Free On Board) destination, freight prepaid to the following delivery location: _____

Any questions concerning transportation should be directed to:

Amtrak

Attention: _____

Telephone: _____

Contractor shall contact the individual designated herein at least forty-eight hours in advance of shipment, to advise him/her of the shipping details

4. Compensation:

A. As compensation for the furnishing of the Equipment, Amtrak shall pay Contractor the firm-fixed sum of _____ (\$ _____), as set forth in the Pricing Schedule. Payment will be made in accordance with Milestone Payment Schedule, upon satisfactory completion and delivery of the Equipment and Amtrak's acceptance thereof. Amtrak reserves the right to purchase up to x more Trainsets as set forth in the Pricing Schedule.

- B. Contractor shall submit invoices and supporting documentation to:

National Railroad Passenger Corporation (Amtrak)
30th Street Station
2955 Market Street, Mailbox #____
Philadelphia, PA 19104
Attention:_____
Telephone:_____

- C. Amtrak shall submit payments required to be made hereunder to Contractor at the remit address set forth on Contractor's invoice.

5. **Liquidated Damages:** The parties agree that Amtrak will be damaged in the event that the Equipment is not delivered on time and that the extent of such damage is difficult to ascertain. Accordingly, the parties agree to establish liquidated damages in advance for late delivery of the Equipment. Contractor shall pay liquidated damages to Amtrak in the amount set forth in Section xx of the General Provisions.

6. **Key Personnel:** The following individuals are considered to be "Key Personnel" as that term is defined in Section xx of the General Provisions:

7. **Amtrak's Authorized Representatives:** For this Contract, the Contracting Official and, if applicable, the Contracting Official's Technical Representative, as those terms are defined in Sections x and x of the General Provisions, are:

Contracting Official: Ms. Donna Hennessy
Contracting Official Technical Representative:

8. **Training:** Contractor will provide operator and mechanical training in the use and maintenance of the Supplies, as set forth in the Contract Documents.

9. **Pre-performance Conference:** A duly authorized representative of Contractor must attend a mandatory pre-performance conference to be held at the following date, time and location: _____.

10. **Submittals:** Within ten calendar days after issuance of the Notice of Award and prior to commencement of any work hereunder, Contractor shall return to Amtrak (and, if necessary, execute) the following documents ("Submittals"). Submittals must be forwarded to the National Railroad Passenger Corporation (Amtrak), 30th Street Station, 2955 Market Street, 5th Floor South, Mailbox #5, Philadelphia, PA 19104 Attention: Donna Hennessy.

- a. Two executed **originals** of this Contract;
- b. Required Certificate(s) of Insurance as specified in Section xx of the General Provisions;
- c. The Delivery Schedule; and
- d. Payment and Performance Bonds, if required under the General Provisions.

Contractor's failure to furnish the Submittals within the time specified herein may result in Amtrak's cancellation of the Notice of Award and Contractor being liable to Amtrak for any costs of reprocurring the Supplies which exceed the amount of this Contract. In the event Contractor delays in furnishing the required Submittals which causes a delay in issuance of the NTP, the time to complete the work specified herein may be reduced to reflect such delay.

11. Notices: Any notice, request or other communication to either party by the other as provided for in this Contract shall be given in writing, and sent by: (a) hand-delivery, (b) first class United States mail, return receipt requested, or (c) overnight delivery service, and shall be deemed given upon actual receipt by the addressee. Notice may also be given by facsimile or e-mail, provided the original is sent by any manner above described. All notices to Amtrak shall include the Contract Number. Notices shall be addressed as follows:

If to Amtrak: National Railroad Passenger Corporation (Amtrak)
30th Street Station
2955 Market Street, 5th Floor South, Mailbox #5
Philadelphia, PA 19104
Attention: Ms. Donna Hennessy
Telephone: 215-349-4211
E-mail: hennesd@amtrak.com

If to Contractor: _____

Attention: _____
Telephone: _____
E-mail: _____

Either party may change the recipient or address for receiving notices upon written notice to the other party.

12. Contract Documents: The Contract Documents consist of this Supplies Contract and the following documents incorporated herein by reference: [

- A. Amtrak Trainset General Provisions (Terms/Conditions), dated _____, ___ pages and attached Schedules:
 - i. 1A-Performance Specifications, dated _____, ___ page(s).
 - ii. 1B-Technical Description
 - iii. Schedule 2- Design Review Process
 - iv. Schedule 3-Change Order Process
 - v. Schedule 4-Acceptance Certifications
 - vi. Schedule 5-Contract Time Plan
 - vii. Schedule 6-Agreement Management
 - viii. Schedule 7-Special Tools and Spares
 - ix. Schedule 8- Manuals and Maintenance Plan
 - x. Schedule 9- Testing and Qualification Plan
 - xi. Schedule 10- Milestone Payment Schedule
 - xii. Schedule 11- Quality Plan
 - xiii. Schedule 12- Safety Plan
 - xiv. Schedule 13- Training Requirements
 - xv. Schedule 14- Pricing Schedule and Proposal Form

xvi. Schedule 15- Configuration Management

B. Amtrak Supplementary General Provisions dated 3/18/11, 2 pages.

C. Exhibits

D. Bonds: Payment bond, AIA Form A312, and Performance bond, AIA Form A312.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date written above.

[Insert name of Contractor]

By: _____

Title: _____

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Title: _____